



# Incumbent Worker Training Program Agreement

TRAINING OPERATOR (Local WDB)	CONTACT PERSON	TRAINING OPERATOR TELEPHONE NUMBER
EMPLOYER		FEIN
ADDRESS		AGREEMENT NUMBER
CONTACT PERSON (EMPLOYER)		CONTACT PERSON TELEPHONE NUMBER

This training agreement is entered into between the \_\_\_\_\_, hereinafter called the **Training Operator**, and \_\_\_\_\_, hereinafter called the **Employer**.

The parties hereto agree that occupational training will be provided to \_\_\_\_\_ currently employed individuals. The **Employer** agrees that this training will lead to a verifiable wage increase, at minimum, and may assist in increasing the competitiveness of the business and/or the employees, avert layoffs, or provide opportunities for advancement and backfill opportunities for less skilled workers.

**Employer** will be responsible for a fixed amount of the overall cost of training, equal to \_\_\_\_\_%, to include in-kind matching contributions and direct cash payments, as agreed upon in accordance with the approved training application. The **Training Operator** will provide a total payment of \$\_\_\_\_\_ for the planned training and will be paid pursuant to the terms and conditions set forth in the General Assurances outlined within this agreement.

The majority of the workers trained under this agreement must be verified as having been employed at least 6 months with the employer. This verification must occur before the training is approved and begins. After training has been completed the **Employer** agrees to allow final monitoring to verify training completion, wage increase(s), and other details as outlined for training assistance.

### EMPLOYER ATTESTATIONS

- a. The **Employer** attests upon entering this agreement that the training position(s) have not been relocated from any of its assets within the United States within the prior 120 days.  YES  NO
- b. The **Employer** attests upon entering this agreement that it has: 1) attempted recall on all employees on active layoff of less than 365 days, and/or 2) not given notice of layoff from the same, or any substantially equivalent, position.  YES  NO
- c. The **Employer** attests that an employer-employee relationship exists as defined by the Fair Labor Standards Act.  YES  NO
- d. The **Employer** attests that all employees have been verified as authorized to work in the U.S. through the E-Verify federal work authorization program.  YES  NO

### CONCURRENCE OF THE COLLECTIVE BARGAINING AGENT

- a. Is (Are) the occupation(s) in which employment and training to be offered subject to a collective bargaining agreement?  YES  NO
- b. If "Yes," has there been concurrence by the appropriate bargaining representative?  YES  NO

Please indicate the name, title, and union affiliation of the appropriate bargaining representative:

<b>AUTHORIZED SIGNATURES</b>	EMPLOYER SIGNATURE _____	DATE _____
	TYPE/PRINT NAME _____	TITLE _____
	AUTHORIZED TRAINING OPERATOR SIGNATURE _____	DATE _____
	TYPE/PRINT NAME _____	TITLE _____

## LEGAL CERTIFICATIONS

By signature of this Training Program Agreement, the Employer provides the following Certification regarding Debarment and Suspension in accordance with 2 CFR Part 2998 and certifies that to the best of his or her knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State of Missouri department or agency;
- Have not within a three-year period preceding this Training Program Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in this certification; and,
- Have not within a three-year period preceding this Training Program Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

Where the prospective primary Employer's representative is unable to certify to any of the statements in this certification, such representative shall submit an explanation to the Training Operator.

The Contracting Agency (Employer) assures, as a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act (WIOA) from the U.S. Department of Labor (USDOL), with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA- funded program or activity, that it will comply fully with the nondiscrimination and equal-opportunity provisions of WIOA Section 188, 20 CFR 683.600, and 29 CFR Part 38.

### NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One-Stop Delivery System (See 29 CFR 38.2).

As a condition to the award of financial assistance from the USDOL under Title I of WIOA, the Contracting Agency assures that it and its subrecipients will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contracting Agency (and its subrecipients) also assures that it will comply with 29 CFR Part 38, as proposed, and all other regulations implementing the laws listed above. This assurance applies to the Contracting Agency's operation of the WIOA Title I financially assisted program or activity, and to all agreements the Contracting Agency makes to carry out the WIOA Title I financially assisted program or activity. The Contracting Agency understands that the United States has the right to seek judicial enforcement of this assurance.

The Missouri Division of Workforce Development and the Local Workforce Development Boards are responsible for ensuring WIOA recipients comply with the nondiscrimination and equal-opportunity regulations. If the employer has 15 employees and 15 WIOA participants during a grant year, the employer will be monitored for compliance with 29 CFR Part 38.

\_\_\_\_\_  
EMPLOYER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPE/PRINT NAME

\_\_\_\_\_  
TITLE

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

The employer must certify its current business status by completing either Box A, Box B, or Box C following on this exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program.
- BOX C:** To be completed by a business entity that has current work-authorization documentation on file with a Missouri State agency, including the Office of Administration's Division of Purchasing.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

**NOTE:** Regarding government entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out-of-state agencies, out-of-state schools, out-of-state universities, and political subdivisions. A business entity does not include Missouri State agencies and federal government entities.

**BOX A — CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual's Name) **DOES NOT CURRENTLY MEET** the definition of a **business entity**, as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, as stated above, because (Check the applicable business status that applies below.):

- I am a **self-employed individual** with no employees; OR
- The company that I represent employs the services of **direct sellers**, as defined in subdivision (17) of subsection 12 of section 288.034 RSMo.

I certify that I am not an alien unlawfully present in the United States, and if \_\_\_\_\_ (Company/Individual's Name) is awarded an agreement for services requested herein under \_\_\_\_\_ (Bid/SFS/AgreementNumber) and if the business status changes during the life of the agreement to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then, prior to the performance of any services as a **business entity**, \_\_\_\_\_ (Company/Individual's Name) agrees to complete Box B, comply with the requirements stated in Box B, and provide the \_\_\_\_\_ (insert agency name) with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Company Name (If Applicable; Please Print)

(Complete the following if you **DO NOT** have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, **DO NOT** complete Box C.)

## BOX B — CURRENT BUSINESS ENTITY STATUS

I certify that \_\_\_\_\_ (Business Entity Name)  
**MEETS** the definition of a business entity, as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Business Entity Name (If Applicable; Please Print)

\_\_\_\_\_  
Email Address (Please Print)

As a business entity, the Employer must perform/provide each of the following. The employer should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program:  
Website: <http://www.uscis.gov/e-verify>  
Phone: (888) 464-4218  
Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)  
with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**
  
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify \ Employment Eligibility Verification page listing the Employer's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Employer's name and the MOU signature page completed and signed, at minimum, by the Employer and the Department of Homeland Security—Verification Division. If the signature page of the MOU lists the Employer's name and company ID, then no additional pages of the MOU need be submitted; **AND**
  
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**AFFIDAVIT OF WORK AUTHORIZATION:**

The Employer who meets the section 285.525, RSMo, definition of a **business entity** must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title), first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to agreement(s) with the State of Missouri for the duration of the agreement(s), if awarded in accordance with subsection 2 of section 285.530 RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the agreed services provided under the agreement(s) for the duration of the agreement(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040 RSMo.)***

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name *(Please Print)*

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Position/Title *(Please Print)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address *(Please Print)*

\_\_\_\_\_  
E-verify Company ID Number

**NOTARY**

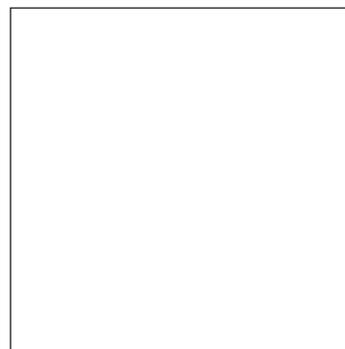
Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_ . I am commissioned as a Notary  
*(Day) (Month, Year)*

Public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my commission expires on  
*(Name of County) (Name of State)*

\_\_\_\_\_  
*(Date of Expiration)*

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date



*Seal/Stamp*

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, **DO NOT** complete Box B.)

### BOX C — AFFIDAVIT ON FILE — CURRENT BUSINESS ENTITY STATUS

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a **business entity** as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, and has enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to agreements(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency, Missouri Job Center, Local Workforce Development Board, or or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following:

- The E-Verify Employment Eligibility Verification page **OR** a page from the E-Verify Memorandum of Understanding (MOU) listing the Employer's name and the MOU signature page completed and signed by the Employer and the U.S. Department of Homeland Security—Verification Division.
- A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized with the past twelve months).

**Name of Missouri State Agency, Missouri Job Center, Local Workforce Development Board, or Public University\*** to which previous E-Verify Documentation was submitted:

\_\_\_\_\_

(\*"Public University" includes five schools listed at 174.020 RSMo: Harris-Stowe State University—St. Louis; Missouri Southern State University—Joplin; Missouri Western State University—St. Joseph; Northwest Missouri State University—Maryville; and Southeast Missouri State University—Cape Girardeau.)

**Date** of previous E-Verify Documentation submission: \_\_\_\_\_

**Bid/Contract Number** for which previous E-Verify Documentation was submitted (if known):

\_\_\_\_\_

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name *(Please Print)*

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Position/Title *(Please Print)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address *(Please Print)*

\_\_\_\_\_  
E-verify Company ID Number

### FOR OFFICE USE ONLY

Documentation Verification Completed By:

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Missouri Job Center (if applicable)

\_\_\_\_\_  
Date

# INCUMBENT WORKER TRAINING PROGRAM GENERAL ASSURANCES

## 1. Planned Training Activities

- (a) It is agreed that the **Employer** and **Training Operator** will discuss and determine training strategies, methods and activities to deliver the most appropriate Incumbent Worker Training (IWT) services.
- (b) Training activities set forth by this agreement are designed to meet the special requirements of the Employer/group of Employers to either retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment.
- (c) **Employer** agrees by participating in such training that there is a commitment to retain or avert layoffs of the incumbent workers being trained.
- (d) In the event training is to avert a layoff, the agreement will document that the layoff may be averted through assisting workers to obtain the skills necessary to retain employment, which must increase both the training participant's and the company's competitiveness.
- (e) To support planned activities, **Employer** and **Training Operator** must document the increased skills obtained by the IWT participant(s), such as an industry-recognized certificate or credential, or a promotion that correlates to the competitiveness of the job.
- (f) **Employer** agrees to allow **Training Operator** to have access to the training participants to complete enrollment(s) in the electronic case management system. Such procedures are required for local and state performance by the Department of Labor.

## 2. Participant Approval

The Workforce Innovation and Opportunity Act (WIOA) require that the following conditions must be satisfied for approving and paying the cost of Incumbent Worker Training:

- (a) Participant(s) must be employed, meet the Fair Labor Standards Act requirements for an employer-employee relationship, and have an established employment history with the **Employer** for at least 6 months. In the event that IWT is provided to a cohort of employees, the majority of participants must meet the 6-month employment rule.
- (b) No currently employed worker is displaced, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;
- (c) Training does not impair existing contracts for services or collective bargaining agreements;
- (d) In the case of training which would be inconsistent with the terms of a collective bargaining agreement, written concurrence must be obtained from the concerned labor organization;
- (e) No other individual is on layoff from the same or any substantially equivalent job for which such eligible participant is being trained;
- (f) The job for which the participant(s) is being trained is not being created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- (g) The **Employer** has not received payment under any other training provided by such **Employer** which failed to meet the requirements of (a) through (f) above;
- (h) The **Employer** has not taken, at any time, any action which violated the terms of any certification described in 4(c) below made by the **Employer** with respect to any other training provided by the **Employer** for which any other **Training Operator** has made reimbursement payment; and
- (i) There is no member of the prospective participant's immediate family engaged in an administrative capacity for the **Employer**.

## 3. Termination of Contract

The performance of work under this agreement may be terminated by the **Training Operator** when, for any reason, it is determined that such termination is in the best interest of the program, or when it has been determined that the **Employer** has failed to comply with any of the other provisions contained in the agreement.

## 4. Layoffs or Termination of Participants

- (a) **Employer** agrees to report to the **Training Operator** within ten (10) working days in the event of a layoff, work stoppage, or reduction in hours for any part of the employer's workforce. Such situations may affect funding consideration or continued funding for an approved project.
- (b) **Employer** agrees not to terminate participant for the exclusive reason of training completion. It is expected that the worker will be retained for at least twenty-six (26) additional weeks after completing the training, if the participant desires to continue such employment, and the **Employer** does not have due cause to terminate the employment.

- (c) **Debarment and Suspension:** **Employer** agrees to meet Federal and State requirements regarding debarment and suspension.

## 5. Participant Wages and Benefits

- (a) Hourly wages paid to participants shall not be less than the highest of the following:
  - the minimum wage rate prescribed by the federal, state, or local law;
  - the prevailing wage rate for persons similarly employed by the **Employer**; or,
  - the wage rate required by an applicable collective bargaining agreement.
- (b) **Employer** agrees that the participant will receive all fringe benefits available to other employees in the same class during the training program, and the participant will be assured of workers' compensation at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system.
- (c) No participant will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety. Participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

## 6. Payments

- (a) Payment for Incumbent Worker Training shall be based on the agreed upon amount between the **Training Operator** and the **Employer**.
- (b) The **Employer** agrees to cover the non-Federal share associated with this training, through in-kind matching contributions or direct cash payments, as agreed upon in the training agreement.
- (c) **Employer** agrees to provide a verifiable wage increase to all participants who complete the training program. Payment for IWT will be withheld until the wage increase has been verified. Documentation of this wage increase is to be submitted within 60 days of training completion.
- (c) Payments provided for IWT will not be used for construction or production of articles for resale.
- (d) Payment for training activities are for the sole purpose stated in this agreement and these services will not supplant programs currently funded from another local, state, or federal source.
- (e) **Employer** must be current on tax payments. Outstanding state taxes could result in rejection of reimbursement until resolved.
- (f) Payments made under this agreement cover all payment obligations by the **Training Operator** to **Employer**. No other obligation for payment or other financial liability of any kind is incurred by the **Training Operator**.

## 7. Records Maintenance

- (a) **Employer** shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all training costs and services claimed to have been incurred and anticipated to be incurred for the performance of this agreement.
- (b) If in-kind contribution includes wages paid to participant(s) while attending training, the **Employer** must maintain documentation of attendance and proof of paid wages.
- (c) The **Employer** shall preserve and make available records until the expiration of five (5) years from the final payment under this agreement.
- (d) The **Employer** agrees that authorized representatives of the **Training Operator** and other representatives of funding sources shall be given access to, at all reasonable times, the facilities and records pursuant to this agreement.
- (e) Upon completion of training activities, the **Employer** shall assist in providing the the **Training Operator** access to records to verify wage increases, completion of training services, and/or employment retention of employees according to the planned activities.
- (f) **Employer** affirms enrollment and participation in the E-Verify federal work-authorization program.

## 8. Disclosure of Confidential Information

The **Employer** agrees to maintain the confidentiality of any information regarding applicants and participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counsellors, or any other source.

## 9. Laws Applicable

The **Employer** will perform its duties under this agreement in accordance with the WIOA regulations, procedures, and standards promulgated there under, as well as any subsequent legislation, regulations, procedures, and standards enacted in substitution or in addition thereto.

**Acknowledgement:** I have received the above information. **Employer's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_